

***NATIONAL MARINE FISHERIES SERVICE INSTRUCTION 30-121-10
JANUARY 19, 2001***

***Administration and Operations
Agreements with the National Ocean Service***

***MOA B/W NMFS AND NOS FOR THE NCCOS CENTER FOR
COASTAL ENVIRONMENTAL HEALTH AND BIOMOLECULAR RESEARCH***

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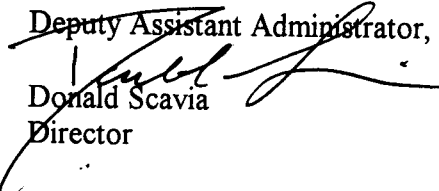
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UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL OCEAN SERVICE
National Centers for Coastal Ocean Science
Silver Spring, Maryland 20910

JUL 18 2000

MEMORANDUM FOR: Ted Lillestolen
Deputy Assistant Administrator, NOS

FROM: 
Donald Scavia
Director

SUBJECT: An Intra-agency Agreement Between the National Ocean Service (NOS) and the National Marine Fisheries Service (NMFS)

Attached is an Intra-agency Agreement, MOA-99-255, between the NOS and the NMFS. The purpose of this Agreement is to establish a working relationship between NOS and NMFS for fisheries research and to support efforts that are mutually beneficial to both the Southeast Fisheries Science Center and the Center for Coastal Environmental Health and Biomolecular Research. The proposed working arrangements will facilitate the collaborative pursuit of marine science to the collective benefit of NOAA and to the overall goals of each office.

The Agreement is appropriate under 33 U.S.C. §§ 883 d and e, and was cleared December 22, 1999, by the NOAA Office of Assistant General Counsel for Ocean Service (GCOS) and May 19, 2000, by the National Marine Fisheries Service. No additional legal review is necessary.

If this Agreement meets with your approval, please sign the transmittal memorandum to the Assistant Administrator, NMFS and the four MOA signature pages and return all documents to Dorothy Banks for transmittal to the NMFS. If you have any questions regarding this matter, please contact Ms. Veronica Harvey at 713-3070 extension 184 or Dorothy Banks at 713-3020 extension 117.

Attachments



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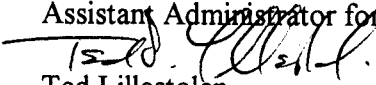




UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL OCEAN SERVICE
Silver Spring, Maryland 20910

JUL 26 2000

MEMORANDUM FOR: Penelope D. Dalton
Assistant Administrator for Fisheries

FROM: 
Ted Lillestolen
Deputy Assistant Administrator

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If this Agreement meets with your approval, please sign all four originals of the MOA, retain one original for your records and return three signed originals to Dorothy Banks, SSMC4, 9351, N/SCI. If you have any questions regarding this matter, please contact Ms. Veronica Harvey at 713-3070 extension 184 or Dorothy Banks at 713-3020 extension 117.

Attachments



MEMORANDUM OF AGREEMENT
between the
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S
NATIONAL MARINE FISHERIES SERVICE
and the
NATIONAL OCEAN SERVICE for the
NCCOS CENTER FOR COASTAL ENVIRONMENTAL HEALTH
AND BIOMOLECULAR RESEARCH

I. PURPOSE AND SCOPE

A. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish a working relationship between NOAA's National Ocean Service (NOS) and National Marine Fisheries Service (NMFS) for fisheries research and to support efforts that are mutually beneficial to both the Southeast Fisheries Science Center (SEFSC/NMFS) and the Center for Coastal Environmental Health and Biomolecular Research (CCEHBR/NOS), both in Charleston and Oxford.

B. Background

The Charleston Laboratory has a long history of excellence in seafood safety, marine contaminant, and forensic research. The Cooperative Oxford Laboratory has a long history of excellence in the study of marine invertebrate and fish diseases. In recent years, both facilities have conducted research programs on protected species. Each laboratory has unique expertise that is highly valuable to SEFSC research programs and vice versa. The proposed working arrangements will facilitate the collaborative pursuit of marine science to the collective benefit of NOAA and to the overall goals of each agency.

II. AUTHORITIES

A. The purpose of this MOA is to establish a mode of operation, jointly between NOS and NMFS, which will continue the excellent scientific research programs at CCEHBR to further NOAA's missions, as authorized by 33 U.S.C. § 883 d, e.

III. SUBSTANCE

A. Responsibilities of the Parties

1. Responsibilities of NOS/NCCOS/CCEHBR

a. The Charleston and the Cooperative Oxford Laboratories reside organizationally in NOAA's National Ocean Service and have been renamed "Center for Coastal Environmental Health and Biomolecular Research". The CCEHBR is part of the NOS National Centers for Coastal Ocean Science (NCCOS). CCEHBR has broad responsibilities in fisheries and related coastal environmental issues that bridge both NOS and NMFS goals. The basic research information generated is beneficial to a broad spectrum of programmatic needs within both agencies. It is mutually beneficial to continue a strong collaborative research effort.

- b. The Director of CCEHBR is an NOS employee, who will be charged with representing the interests of, not only NOS, but also NMFS, and any other component of NOAA as appropriate. Upon request, the Director of CCEHBR will represent NMFS on issues pertaining to, marine organism pathobiology, harmful algal blooms, marine mammal and sea turtle research related to genetics and health assessment, marine ecotoxicology, marine contaminants, marine forensics, population genetics, and marine biotechnology. Thus, one selection criteria for the Director of CCEHBR will be demonstrated knowledge and experience with these issues.
 - c. The management and operation of CCEHBR will reside primarily at Charleston S.C; one Branch of CCEHBR is located in Oxford MD and it has a small subsidiary administrative unit. Funding for the operation and maintenance of both facilities is through an appropriation in the NOS budget. NMFS provides funding for specific activities that are housed at Charleston and are primarily associated with the marine mammal and endangered species research via both a competitive proposal process and SEFSC base-funding.
 - d. The director of CCEHBR will participate on the SEFSC's science planning and coordination team and the Director of the SEFSC will participate in NOS/NCCOS/CCEHBR science planning and management meetings as appropriate.
 - e. The CCEHBR will establish one Personnel Management Advisory Committee for both CCEHBR facilities and two Equal Employment Opportunity Committees, one at each facility, for the purpose of promoting equal opportunities and diversity. NOS staff serving in NOAA's Equal Employment Opportunity/Diversity roles will represent and advocate for both NOS and NMFS staff.
2. Responsibilities of NMFS
- a. All NMFS employees working integrally within CCEHBR research programs at Charleston or Oxford will have appropriate SEFSC employees as the first and second line supervisors. Project supervision for daily activities conducted as part of CCEHBR research programs will be provided by the appropriate NOS personnel. NOS personnel providing project and/or daily supervision will be given the opportunity to provide input to the SEFSC supervisor during the staff's performance review. Other NMFS employees located within CCEHBR will be supervised by the appropriate offsite NMFS supervisor; the CCEHBR Director will be given the opportunity to provide input to the offsite supervisor during the staff's performance review.
 - b. NOS and NMFS will work together to ensure that promotions, awards and other forms of employee recognition are uniformly applied to the staff of CCEHBR.

c. The SEFSC Environmental Compliance (EC) Officer will continue to serve the NCCOS Charleston Center, until such time that NOS puts an alternative system in place. Specifically the SEFSC agrees to continue the arrangement whereby the CCEHBR provides office space and administrative support for the SEFSC EC Officer stationed at Charleston; Charleston benefits by having the expertise and advocacy of the EC Officer on-site.

B. Financial Arrangements

1. The CCEHBR will continue to provide support for the Cooperative Institute for Fisheries Molecular Biology (FISHTEC), participating along with SEFSC in regular meetings and providing the conduit for funding via the grants process.

2. CCEHBR and SEFSC will continue to work collaboratively on marine mammal health and genetic issues and will collaboratively fund this activity, developing an operating agreement each fiscal year. Other positions funded by the NMFS may be placed at CCEHBR to enhance marine mammal, genetics, and related research areas.

3. CCEHBR at Charleston has provided office space and administrative support for two South East Region Office (SERO) Habitat Conservation Division (HCD) staff for several years. The arrangement has proven mutually beneficial, with exchange of scientific, technical and management information between the CCEHBR staff and the SERO HCD staff. In addition, CCEHBR also provided office space and administrative support for one SERO law enforcement staff within its Marine Forensics Program. The currently vacant position will be filled by NMFS and the cooperative arrangement will be continued whereby the expertise of a law enforcement agent is integrated into the Marine Forensics Program.

4. CCEHBR staff will continue to conduct collaborative research with SEFSC scientists in topics such as marine mammal and endangered, protected or highly managed species. Those funds that, in the past, have been restricted to NMFS research efforts will be made available to joint NMFS/NOS projects. Similarly, those funds that have been typically restricted to NOS research efforts in these subject areas will be made available to joint NOS/NMFS projects.

IV. TERM OF AGREEMENT

A. This MOA shall be subject to periodic review at least every three years to determine whether revisions, renewal or cancellation are warranted.

V. MODIFICATION AND TERMINATION OF AGREEMENT

A. This agreement remains in effect until one party notifies the other party 12 months in advance of its intent to dissolve it.

B. A review of this agreement can be requested at any time by either party and modified, as appropriate.

VI. OTHER PROVISIONS

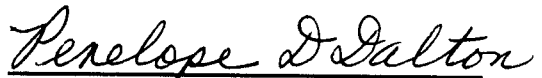
A. Nothing herein is intended to conflict with current NOS or NMFS directives. If the terms of this agreement are inconsistent with existing directives of either of the line offices entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, all necessary changes will be accomplished either by an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

B. Should disagreement arise on the interpretation of the provisions of this agreement, or amendment and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.


Ted Lillestolen

Deputy Assistant Administrator for Ocean
Services and Coastal Zone Management

Date



Penelope Davis Dalton
Assistant Administrator for Fisheries

1-19-01
Date